



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code FAMILYS436	SC MLH	Dept. A	Contract Number		
County Department Johnnetta Gibson		Dept. MLH	Orgn. MLH	Contractor's License No.		
County Department Contract Representative Behavioral Health		Telephone (909) 387-7747		Total Contract Amount \$ 194,189		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code		Contract Start Date 07/01/2003	Contract End Date 06/30/2004	Original Amount \$194,189	Amendment Amount	
Fund AAA	Dept. MLH	Organization MLH	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$ 194,189
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Crisis Hotline			Estimated Payment Total by Fiscal Year			
			FY 03/04	Amount \$194,189	I/D	
Contract Type - 2B						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Family Service Agency

Address
1669 N. E Street

San Bernardino, CA 92405

Telephone
(909)886-6737

Federal ID No. or Social Security No.

hereinafter called **Contractor**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide crisis hotline services required by the Department of Behavioral Health,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I DEFINITION OF TERMINOLOGY

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall, and Should. Whenever in this document the words "may," "shall," and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II CONTRACT SUPERVISION

The Director of the County of San Bernardino Department of Behavioral Health (DBH), (hereinafter referred to as Director, or designee), shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the name of the person who is authorized to represent the Contractor in this agreement.

III PERFORMANCE

- A. Contractor shall provide those services that are dictated by the attached Addendum I and Schedule A which are made a part hereof by reference
- B. Contractor shall provide those services under this agreement which are prescribed by the attached Addendum I and Schedule A to all qualified persons requesting services within the county area served by the Contractor. If, for any reason, information or requirements set forth in Addendum I and Schedule A conflict with the basic agreement, the information and requirements contained in Addendum I and Schedule A shall take precedence in the order noted. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement.
- C. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate.

Contract agencies will be included in the implementation process and be expected to adhere to cultural competency requirements by the department.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at minimal.
4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).

IV FUNDING

- A. The maximum financial obligation of County under this Agreement shall not exceed the sum of One Hundred Ninety Four Thousand One Hundred Eighty Nine Dollars (\$194,189).
- B. Contractor shall bill County monthly in arrears. All billings shall clearly reflect all required information as specified by County regarding the services for which claims are to be made. Billings shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the negotiated amount set in the attached Schedule A.
- C. This agreement provides for full compensation to Contractor for services required hereunder, and Contractor accepts said compensation as payment in full.

V AUDITING AND EXCEPTIONS

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least seven (7) years after the operative term of this agreement or until audit findings are resolved, whichever is later.
- B. Contractor agrees to furnish to duly authorized representatives from County and State access to patient records, and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contract service audit finds that units of service and/or other activity of Contractor paid for hereunder were not performed in accordance with this Agreement, the Contractor shall reimburse the County on demand. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future billings.
- D. Failure to remit scheduled payment may, at the option of the County, result in demand for immediate payment of balance due in full or credit on future billings.

VI DURATION AND TERMINATION

- A. The term of this agreement shall be from July 1, 2003 through June 30, 2004, inclusive.
- B. Either the Contractor or the Director may terminate this agreement for any reason or no reason at any time by serving thirty (30) days written notice upon the other party.
- C. This agreement may be terminated at any time and without thirty (30) days written notice by the mutual written consent of both the Contractor and the Director.

- D. The Director may also terminate this agreement immediately upon serving written notice to the Contractor of the non-availability of funds.
- E. The Director may terminate this agreement upon serving written notice to the Contractor if the Contractor is found not to be in compliance with any or all of the terms of Article XII Indemnification and Insurance or Article VII Licenses and Permits of this agreement.
- F. If Contractor anticipates ceasing operation of its facility for any reason, County is to be notified by Contractor in writing immediately upon such anticipation, or no less than 24 hours prior to cessation. Arrangements are to be made by Contractor with County approval for preservation of the program activity and financial records.

VII LICENSES AND PERMITS

Contractor and Contractor staff shall obtain and maintain, throughout the term of this agreement, all appropriate licenses and permits required by law, regulation or ordinance for the operation of its facility and the provision of services hereunder. Copies of these licenses and permits shall be forwarded to the County of San Bernardino Department of Behavioral Health upon request.

VIII PERSONNEL

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff to adequately answer phones 24-hours, seven days a week.
- B. Contractor shall make available to County a list of the persons who shall provide services under this Agreement. The list shall be updated as staff changes are made. Said list shall include name, title, professional degree, job status and job description.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided must include a list of former county administrative officials who terminated county employment within the last five

years and who are now officers, principals, partners, associates or members of the business. The information must also include the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of administration of this agreement the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IX ADMINISTRATIVE PROCEDURES

Contractor agrees to comply with all applicable provisions of County Department of Behavioral Health Standard Practice Manual (SPM). The SPM is included as a part of this contract by reference. If a conflict exists between such procedures and this agreement, the agreement shall take precedence.

X LAWS AND REGULATIONS

- A. Contractor agrees to comply with all applicable provisions of:
- B. California Code of Regulations, Title 9
- C. California Code of Regulations, Title 22
- D. Welfare & Institutions Code
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable

health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XI INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents, or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be the sole responsibility of Contractor, which shall bear all costs relative thereto.

XII INDEMNIFICATION AND INSURANCE

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - 1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XIII NONDISCRIMINATION

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origin, or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.

- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
- The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.
2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XIV PATIENTS' RIGHTS

Contractor shall take all appropriate steps to fully protect Patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XV CONFIDENTIALITY

Contractor agrees to comply with all the confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XVI ASSIGNMENT

- A. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director of the Department of Behavioral Health.
- B. This contract and all terms, conditions, and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XVII CONCLUSION

- A. This agreement, consisting of thirteen (13) pages, Schedule A, Addendum I Attachment I, and Attachment II is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. IN WITNESS WHEREOF, The Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the clerk thereof, and Contractor has caused this agreement to be subscribed in its behalf by its duly authorized officers the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

Family Service Agency

(Print or type name of corporation, company, contractor, etc.)

► _____

By ►

Dennis Hansberger, Chairman, Board of Supervisors

(Authorized signature - sign in blue ink)

Dated: _____

Name _____

(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title _____

(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____

Deputy

Address _____

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____

County Counsel

► _____

► _____

Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

troller-Recorder Use Only

ct Database <input type="checkbox"/> FAS	
	Keyed By

SCHEDULE A

SCHEDULE A

Page 1 of 2

Prepared by: Marilyn Campbell
Title: Chief Financial Officer

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED NET AMOUNT
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004**

Contractor Name: FSA of San Bernardino
Address: 1669 N. "E" St.
San Bernardino, CA 92405
Date Form Completed: 3/18/2003

Crisis Access Line and Referral:

		PROVIDER NUMBER	3610						
LINE		MODE OF SERVICE	45						TOTAL
#		SERVICE FUNCTION	10						
EXPENSES									
1		SALARIES	132,875						132,875
2		BENEFITS	33,200						33,200
3		OPERATING EXPENSES	28,114						28,114
4		TOTAL EXPENSES (1+2+3)	194,189						194,189
AGENCY REVENUES									
5		PATIENT FEES							0
6		PATIENT INSURANCE							0
7		MEDICARE							0
8		GRANTS/OTHER							0
9		TOTAL AGENCY REVENUES (5+6+7+8)							0
10		CONTRACT AMOUNT (4-9)	194,189						194,189
11		CONTRACT DAYS	366						
12		CONTRACT MONTHS	12						
13		NUMBER OF BEDS	1						
14		TOTAL CLIENT DAYS (11 * 13)	366						
15		ANNUAL AMOUNT PER BED (10 / 13)	194,189						194,189
16		MONTHLY AMOUNT PER BED (15 / 12)	16,182						16,182
17		DAILY AMOUNT PER BED (10 / 14)	530.57						531
18		TOTAL MONTHLY AMOUNT (16 * 13)	16,182.42						16,182

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule A

SCHEDULE "A" STAFFING DETAIL

Page 2 of 2

FY 2003 - 2004

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR N FSA of San Bernardino- Crisis Access Line and Referrals

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
Nichols, M	MS	Program Director	57,750	15,271	73,021	50%	36,510	
Loera, G	BA	Program Supervisor	31,200	10,536	41,736	100%	41,736	
Birdsong, S	BA	Hotline Operator	20,800	4,294	25,094	50%	12,547	
Vacant		Hotline Operator	20,800	4,294	25,094	50%	12,547	
Nguyen, C	BA	Hotline Operator	20,800	4,294	25,094	50%	12,547	
Sinclair, C	MA	Hotline Operator	20,800	4,294	25,094	50%	12,547	
Smith, M	BA	Hotline Operator	20,800	4,294	25,094	50%	12,547	
Vacant		Hotline Operator	20,800	4,294	25,094	50%	12,547	
Vacant		Hotline Operator	20,800	4,294	25,094	50%	12,547	

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

Total Program	5.00	TOTAL COST:	\$166,075
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APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	CONTRACTS MANAGEMENT	DATE	DBH PROGRAM MANAGER	DATE
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FAMILY SERVICE AGENCY OF SAN BERNARDINO
1669 NORTH "E" STREET
SAN BERNARDINO, CA 92405
(909) 886-6737

CRISIS HOTLINE DESCRIPTION OF SERVICES

FY 2003-2004

I. DEFINITION OF CRISIS HOTLINE TELEPHONE SERVICES

Crisis Hotline Telephone Services will operate 24 hours a day, seven days a week to provide toll free countywide assistance to individuals experiencing emotional/psychiatric crisis and/or in need of service interventions.

II. PERSONS TO BE SERVED

Crisis Hotline Telephone services shall be available countywide to residents of San Bernardino County.

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

- A. The Contractor will provide phone crisis counseling, referrals to crisis services, to psychiatric hospitals for evaluations, and/or initiate the involvement of police agencies when required.
- B. The Contractor will facilitate authorizations for urgent outpatient specialty mental health services when contacted by members of the community and mental health professionals.
- C. The Contractor will promote community awareness of its services through advertisement and education.
- D. The Contractor will comply with the mandates of the Mental Health Plan (MHP) to provide services in the threshold languages of Spanish and Vietnamese. The Contractor may utilize language services to translate service needs of residents whose primary language is not English.

IV. FACILITY LOCATION

The Contractor's facility where Crisis Hotline Telephone Services are to be provided is located at:

**FAMILY SERVICE AGENCY (FSA) OF SAN BERNARDINO
1669 NORTH "E" STREET
SAN BERNARDINO, CA 92405**

- A. The Contractor shall obtain the prior written consent of the Director of the Department of Behavioral Health (DBH) or his designee before terminating Crisis Hotline services at the above location or providing services at another location.
- B. The Contractor shall maintain facilities and equipment and operate continuously with at least the number and kind of staff required for the provision of services.
- C. The Contractor shall provide a phone system with the capacity to respond to a minimum of three callers simultaneously.
- D. The Contractor shall promote community awareness of available services through advertisements in English and Spanish.

V. STAFFING

- A. The hotline is to be staffed 24 hours, seven days a week by trained staff with a minimum of a BA/BS degree in a social service related area. Staffing and scheduling must accommodate identified peak hours of use by callers.
- B. Staffing by Volunteers will not exceed 10% of staff coverage and must be in conjunction with paid staff.
- C. Staffing must be in sufficient numbers to permit the phones to be answered in five rings or less.

- D. Staff must provide verification of education and training as specified in Attachment A.
- E. The Contractor shall provide DBH with copies of employment applications and verification of education and training as staff changes occur.
- F. The Contractor shall conduct and document training and continuing education annually and as new staff are hired in related service areas such as suicide prevention, crisis intervention, spousal abuse, child abuse, brief therapy principles, mandated reporting, etc.
- G. All Staff members shall be knowledgeable of community resources for appropriate referrals. Contractor shall develop and maintain a current resource directory.

VI. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. The Contractor shall work cooperatively with DBH, the Probation Office and public emergency and urgent care units to assure access and timely response to crisis situations.
- B. The Contractor shall develop and/or utilize reporting and tracking methods to identify unduplicated counts/callers, repeat callers, identify callers by geographic region (i.e. desert, mountains, westend, etc.), categorize callers by request or referral, distinguish DBH calls from Contractor calls, and identify trends.
- C. The Contractor shall submit a monthly report, which may be submitted by electronic mail, to the DBH Program Manager by the fifth of each month. As a minimum, the report is to cover changes in staffing, program and services that impact service delivery under the contract.
- D. The Contractor shall submit additional reports as required by the DBH.
- E. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

VII. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. The DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- B. The DBH shall monitor the Contractor on a regular basis in regard to compliance with all of the above requirements.
- C. The DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all

other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION

Contractor Name:		
Address (including City, State and Zip Code):		Phone:
Web Site:	Email:	Fax:
Clinic Site Name (If Different from Contractor):		
Address (including City, State and Zip Code):		Phone:
Web Site:	Email:	Fax:
Clinic Contact:		Title:

Contract Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:

Claim Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:

SECTION II: DBH INFORMATION

Contract Mailing Address:

San Bernardino County
Department of Behavioral Health
Contracts Unit
700 E. Gilbert Street, Bldg #3
San Bernardino, CA 92415-0920

Contracts Unit:

Myron Hilliard, Accounting Tech 909-387-7592
E-Mail: mhilliard@dbh.sbcounty.gov
Doug Moore, Staff Analyst II 909-387-7589
E-Mail: dmoore@dbh.sbcounty.gov
Patty Glas, Admin Supervisor II 909-387-7170
E-Mail: pglas@dbh.sbcounty.gov
Unit Fax #: 909-387-7593m

DBH Program Contacts:

